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Retail meat markets and Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, Local 320 Addendum (1972)

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Retail meat markets and Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, Local 320 Addendum (1972)

Location

Chicago, IL

Effective Date

10-1-1972

Expiration Date

9-29-1973

Number of Workers

Unknown

Employer

Retail Meat Markets

Union

Amalgamated Meat Cutters and Butcher Workmen of North America

Union Local

320

NAICS

44

Sector

P

Item ID

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Retail Meat Cutters

Service Delicatessen

FEB 09 1973

Supplement

1972-1973



LOCAL 320
Amalgamated Meat Cutters
and Butcher Workmen
of North America
AFL-CIO

FRED CLAVIO
Secretary-Treasurer

**1972-1973
RETAIL MEAT CUTTERS
SERVICE DELICATESSEN
SUPPLEMENT**

**AMALGAMATED MEAT CUTTERS
AND BUTCHER WORKMEN
OF NORTH AMERICA—AFL-CIO**

October 1, 1972 through September 29, 1973

Supplemental Agreement covering service delicatessen operations assigned to the meat department entered into between _____

hereinafter referred to as the "Employer" and Local 320 of the Amalgamated Meat Cutters and Butcher Workmen of North America, hereinafter referred to as the "Union."

ARTICLE I

GENERAL—RECOGNITION

Unless otherwise specified herein the general conditions and obligations of the parties hereto set forth in the Master Contract covering market operations shall be applicable and are hereby incorporated by reference. This supplement shall cover service delicatessen employees assigned to the meat department. The Employer shall determine which system of merchandising, service or self-service, or both, shall be utilized in delicatessen operations assigned to the meat department. The Employer recognizes the Union as the sole collective bargaining agent for all service delicatessen employees in delicatessen operations assigned to the meat department.

SECTION 1.1—*Delicatessen Duties*

The Employer may employ regular full-time and part-time service delicatessen employees. Their duties shall include all activities assigned to the service delicatessen department provided service delicatessen employees shall not perform any activities connected with the fabricating or processing of fresh meats and poultry. Service delicatessen departments may include all usual delicatessen operations including service luncheon meat and sausage operations, and service delicatessen employees may perform any and

all functions required through final sale on all products assigned to the service delicatessen department. Service delicatessen employees who are members of the Meat Cutters Union may also handle all self-service delicatessen products under the jurisdiction of the Meat Cutters Union which may be sold after market operating hours as more fully set out in Section 5.2 of the Master Agreement, except the items in Section 5.2(3) "Frozen fresh poultry, fresh or iced poultry, cut-up or whole, processed on or off the premises;" Section 5.2(4) "Frozen Packaged Fish;" and Section 5.2(5) "Smoked butts, smoked ribs, smoked hocks and salt pork," which products may not be handled or sold by delicatessen employees.

ARTICLE II

WORKING HOURS AND OTHER CONDITIONS

SECTION 2.1—*Basic Workday and Workweek*

The basic workday for full-time employees shall consist of eight (8) hours to be scheduled within nine (9) hours during delicatessen operations. The basic workweek for full-time employees shall be five (5) basic workdays within a seven (7) day workweek.

SECTION 2.2—*Meals and Rest Periods*

1) *Rest Periods:*

Each part-time employee shall be given one (1) uninterrupted ten (10) min-

ute rest period each three and one-half ($3\frac{1}{2}$) hours scheduled, with a maximum of two (2) per workday. Rest periods shall be taken as near as practicable to the middle of each half-day. This provision to be administered so as to assure each employee ten (10) minutes in the break room provided by the Employer.

2) *Meal Periods:*

No part-time employee shall be required to work more than five (5) continuous hours without an unpaid lunch or dinner period, which shall be not less than one-half ($\frac{1}{2}$) hour nor more than one (1) hour, uninterrupted, as agreed with the employee. Lunch, dinner and rest periods shall be taken as scheduled by the Store Manager, who shall schedule the meal period as near as practicable to the middle of the workday.

SECTION 2.3—*Christmas Eve*

No employee will be required to work past 6:00 P.M. on Christmas Eve.

SECTION 2.4—*Overtime and Other Premiums*

Time and one-half ($1\frac{1}{2}$) the employee's straight-time hourly rate shall be paid for all hours worked.

- (a) After eight (8) hours per day;

- (b) After forty (40) hours per week if covered by Federal legislation;
- (c) On Sundays and holidays; and
- (d) After thirty-two (32) hours in a holiday workweek for recognized national holidays under the Master Contract.

Holiday pay shall be in addition to paid holiday entitlement.

SECTION 2.5—*Pyramiding of Overtime and Premium Hours Prohibited*

Overtime and premium hours shall not be paid twice for the same hours worked. Thus, in calculating the overtime due on a weekly basis, any hours for which overtime or premium pay is payable on a daily, Sunday, holiday or other basis shall be excluded in determining the overtime, due, if any, on a weekly basis.

SECTION 2.6—*Delicatessen Operating Hours*

The Employer shall determine the hours and days the delicatessen department shall operate.

SECTION 2.7—*Part-time Scheduled Hours*

Part-time employees shall not be scheduled for less than three (3) hours work per

day unless otherwise mutually agreed upon between the Union and the Employer. Part-time employees shall be scheduled a minimum of twelve (12) hours per week in the store in which they work. However, this shall not apply to an employee called in for replacement of another employee, or to an employee whose available hours are beyond the Employer's control or to an employee called in to work when fewer than twelve (12) available hours remain in the week, unless otherwise agreed upon between the Union and the Employer.

If two (2) or more part-time employees of equal ability within a store are scheduled for hours, and one is scheduled more hours than the other, the senior employee shall be given the choice of the greater number of hours if such employee is available and qualified to work such hours.

SECTION 2.8—*Full-time Employment*

It is the intent of the parties that two (2) employees shall not be employed on a part-time basis when it is practicable to employ one employee on a full-time basis. Therefore, if two part-time employees in the same job classification are regularly working a combined total of forty (40) hours, or more, on a split week basis, then the Employer shall employ one person on a full-time basis.

SECTION 2.9—*Part-Time Preference*

In the event of full-time openings in the delicatessen department, preference shall be

given to qualified part-time employees for such full-time openings. Part-time employees selected for full-time employment without interrupted service shall receive credit for their part-time service in establishing their pay rate and service credit towards vacations by dividing their hours worked as a part-time employee by forty (40) to determine the number of weeks' credit as a full-time employee.

SECTION 2.10—*Previous Comparable Experience*

The Employer will recognize previous comparable delicatessen experience for full-time employees in the retail food industry.

SECTION 2.11—*General*

Part-time employees may be hired to work in service delicatessen operations only. Full-time and part-time service delicatessen employees shall not perform work normally performed in the market operation, and their duties shall be confined to those set out in this service delicatessen supplement. Personnel hired as wrappers in the markets shall not be assigned to perform work in the service delicatessen department.

SECTION 2.12—*Union Dues Checkoff*

The Employer agrees to deduct the uniform dues and initiation fees from the paycheck of those covered part-time employees whose individual written unrevoked authorizations are on file with the Employer, and

to transmit the amounts so deducted to the Union. Said deduction authorizations shall be in such form as to conform with Section 302(c) of the Labor Management Relations Act of 1947.

ARTICLE III

VACATIONS—HOLIDAYS— COMPENSABLE ABSENCES

SECTION 3.1—*Full-Time Employees*

Full-time service delicatessen employees shall be entitled to vacations, holidays and other compensable absences as per the Master Contract.

SECTION 3.2—*Part-time Vacations*

Part-time employees shall be entitled to a pro rata vacation upon completion of each anniversary year of employment in the amount of 1/52nd of their anniversary year's earnings for each week of vacation entitlement, with a maximum of two (2) weeks vacation.

SECTION 3.3—*Holidays*

- (a) *Qualifications.* To qualify for holiday pay, all employees must work both the regularly scheduled workdays before and after the holiday, except that this requirement shall be deemed to be met if the employee's failure to work said workdays is due to his personal illness, injury or other excused

cause provided that he works at least one day in the workweek in which the holiday falls.

- (b) *Holiday Pay.* Part-time employees who qualify shall receive holiday pay equal to the product of five percent (5%) of the number of straight-time hours worked during the four week accounting period preceding the period in which the holiday falls (including paid vacation hours) times his straight-time hourly rate in effect in the week in which the holiday falls.
- (c) *Holidays Recognized.* All nationally-recognized holidays in the Master Agreement, in addition to the employee's birthday—personal holiday and personal days off.

SECTION 3.4—*Funeral Leave— Part-Time*

Part-time employees will be eligible for one (1) day off for necessary absence to attend the funeral of a member of the immediate family, as defined in the Master Agreement, provided they are scheduled for work on that day.

ARTICLE IV

SENIORITY

The seniority provisions of the Master Contract shall apply within the following

job classifications:

(a) Full-time service delicatessen employees;

and

(b) Part-time service delicatessen employees.

ARTICLE V

WAGES

SECTION 5.1—*Wages*

The minimum rates of pay as set out in Appendix A shall be paid during the term of this Agreement.

SECTION 5.2—*No Reduction— Market Employees*

Regular market employees engaged in delicatessen department work shall receive their regular rates of pay as set out in the Master Agreement for all work performed. Present market personnel will not be reclassified or laid off due to the hiring of delicatessen employees.

Except as expressly modified in this Service Delicatessen Supplement, all the provisions of the Master Contract shall be applicable to delicatessen employees.

SECTION 5.3—*Department Head—Relief*

(a) *Department Head.*

It was agreed that where a member of the bargaining unit is assigned

the responsibility of Delicatessen Department Head, he shall receive seven dollars (\$7.00) per week over his regular assigned rate.

(b) *Relief of Department Head.*

Whenever an employee is assigned to and performs the full responsibilities of an appointed delicatessen department head for a full calendar week or more, he shall be paid seven dollars (\$7.00) per week over his regular rate of pay.

Executed at _____

This _____ day of _____ 1972

UNION

Local 320, Amalgamated Meat Cutters
and Butcher Workmen of North America,
AFL-CIO

By _____

By _____

10615 S. Halsted St., Chicago, Illinois

EMPLOYER

Name of Employer

By _____

By _____

Address

APPENDIX A—WAGES

Rates in Effect October 1, 1972 through September 29, 1973:

Delicatessen Department Employees—Full-Time:

	Minimum Weekly Wage for Basic Workweek	Extra Day Rates		Hourly Rates*	
		Full Day	Half Day	Straight- Time	Over- Time
[13] 0-12 Months	\$128.00	\$38.40	\$19.20	\$3.20	\$4.80
12-24 Months	144.00	43.20	21.60	3.60	5.40
Over 24 Months	162.00	48.60	24.30	4.05	6.075

Delicatessen Department Employees—Part-Time:

0- 6 Months	—	—	—	\$3.00	\$4.50
6-12 Months	—	—	—	3.37	5.055
Over 12 Months	—	—	—	3.70	5.55

Full-time Delicatessen employees who were in service on October 3, 1970, with twenty-four (24) months of service or more on that date shall be paid a Ten Dollar (\$10.00) minimum weekly increase over their present rate, for a weekly rate as follows:

After 24 Months \$170.00

* * * * *

*Hourly rates may be rounded off to the nearest quarter-cent, half-cent or whole cent, depending on the Employer's payroll practice.

[14] Any employee receiving above the minimum shall not be increased in hours, nor decreased in wages or working conditions.

